



ARKANSAS
Department of Environmental Quality

HAND DELIVERY

June 15, 2009

BW Security Associates Inc.
Attn: Mr. Granville Broadway
P.O. Box 241072
Little Rock, AR 72223

Re: State Contract #4600003206, Security Service
Office of State Procurement Tracking # SP-03-0239

Dear Mr. Broadway:

The Arkansas Department of Environmental Quality - Hazardous Waste Division (ADEQ) has awarded BW Security Associates Inc. the contract extension which will begin on July 1, 2009. ADEQ appreciates your willingness to continue to provide service on our behalf. However, due to stipulations outlined in the original contract which began on December 9, 2002, contract extensions cannot exceed seven (7) years beyond the original contract. ADEQ has revised the contract extension to reflect this.

The extension of contract #4600003286 with BW Security Associates Inc. will be limited to five (5) months. The new contract period will run from July 1, 2009 thru December 9, 2009. This does not change the cost adjustment of 3% which was awarded in the original contract extension. The enclosed purchase order details the cost.

Please contact me at 501-682-0836 or mcdaniel@adeq.state.ar.us if you have any additional questions.

Sincerely,

A handwritten signature in cursive script that reads "Clay McDaniel".

Clay McDaniel
Engineer
Hazardous Waste Division, ADEQ

Enclosures

cc: Ryan Benefield, Acting Chief, Hazardous Waste Division
James Nunnley, Chief, Fiscal Division
Bob Hampton, Purchasing Agent, Fiscal Division
Mary Jane Roberts, Buyer, Office of State Procurement



STATE OF ARKANSAS

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Purchase Order

Vendor No. 100079864
Contact GRANVILLE BROADWAY
Your reference SP-03-0239

BW SECURITY & ASSOCIATES
10002 W. MARKHAM STE A-10
LITTLE ROCK AR 72205

PO No. 4500954093
Date 06/09/2009

Contact Bobby L Hampton
Telephone 501-682-0957
Fax 501 682-0933

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AR Dept. of Environmental Quality
Attn.: Accounts Payable
5301 Northshore Dr.
North Little Rock, AR 72118-5317

Ship To:

ADEQ
5301 NORTHSORE DRIVE
NORTH LITTLE ROCK AR 72118-5317

Delivery Date: 12/09/2009

Purchase Order Number Must Be Included On All Invoices. All Invoices Must Be Original Copies.

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	10100112 SERVICE, SECURITY Renewal contract 07/01/2009 through 12/09/2009.	5	MON	7,519.00	\$ 37,595.00
				Net Value	\$
37,595.00				Sales Tax	\$ 3,007.60
Payment Terms: Payable immediately Due net		Total net item value USD including tax			\$ 40,602.60

Agency contact regarding this order: Berea Little, (501)682-0860

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.


Purchasing Official/Fiscal Officer

Department of Environmental Quality

6/9/09
Date

PH 4500954093

One Page

Date:	June 2, 2009		
Contact Person:	Berea Little/Clay McDaniel		
Contact Phone Number:	501-682-0860/501-683-0836		
Suggested Vendor:	BW Security and Associates	Contract #:	4600003206
Street/P.O. Box:	PO Box 241072		
City, State, Zip Code:	Little Rock, AR 72223		
Vendor Number:			
Vendor Phone Number:	501-224-1812	Fax #:	(501) 312-7486

[illegible]

Commitment Item:	02
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Line Item Number	WBS Element	Cost Center
	0,0930.11527	451086

Budget Liaison Signature:

Authorized Signature

Date: 6-3-09

Date: 6-3-01



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Term Contract CORRECTION

Vendor No. 100079864 Contact GRANVILLE BROADWAY Your reference SP-03-0239 BW SECURITY & ASSOCIATES 10002 W. MARKHAM STE A-10 LITTLE ROCK AR 72205	Contract No. 4600003206 Date 12/05/2002 Contact Mary Jane Roberts Telephone 501-371-6063 Fax 501-324-9311 Our ref. ST Incoterms FOB DESTINATION
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Send Invoice To:

ADEQ

5301 Northshore Drive

North Little Rock, AR 72118-5317

Ship To:

Valid from: 07/01/2009

Valid to: 12/09/2009

REFERENCE TRACKING NUMBER: SP-03-0239

COMMODITY: SECURITY SERVICE

CONTRACT TYPE: NV (TERM)

CONTRACT PERIOD: 07/01/09 thru 12/09/09

THIS IS THE LAST RENEWAL FOR THIS CONTRACT. THE CONTRACT RENEWAL WILL BE 07/01/09 THROUGH 12/09/09.

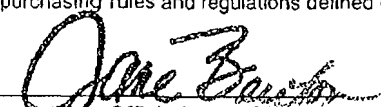
NOTE: ADEQ RESERVES THE RIGHT TO TERMINATE THE AGREEMENT UPON NOTIFICATION TO THE CONTRACTOR AT LEAST SEVEN (7) DAYS PRIOR TO SUCH ACTION WHEN IT IS DETERMINED THAT THE SECURITY SERVICES ARE NO LONGER NEEDED. NO FURTHER COMPENSATION SHALL BE DUE THE CONTRACTOR AFTER THE DATE CONTRACT HAS BEEN TERMINATED.

BIDDER COMPANY NAME BW Services
CONTACT NAME/TITLE Grandville Broadway
TELEPHONE: 501-224-1812 FAX: 501-312-7486

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10100112 SERVICE, SECURITY, MONTHLY Service, Security, Monthly:.... THIS IS FOR A PER MONTH PRICE SECURITY SERVICE	12 Months	7,300.00	\$ 87,600.00
Valid from: 12/05/2002 To: 06/30/2008				
Gross Price		7,300.00 USD	1 MON	

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Purchasing Official/Fiscal Officer

Department of Environmental Quality

6-09-09
Date



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Vendor No. 100079864
Contact GRANVILLE BROADWAY
Your reference SP-03-0239

Contract No. 4600003206
Date 12/05/2002
Our reference ST

Item	Material/Description	Target QtyUM	Unit Price	Amount
Valid from: 07/01/2008 To: 06/30/2009				
	Gross Price	7,300.00 USD	1 MON	
Valid from: 07/01/2009 To: 12/31/9999				
	Gross Price	7,300.00 USD	1 MON	
Please deliver to: ADEQ 5301 NORTSHORE DRIVE NORTH LITTLE ROCK AR 72118-5317				
0020	10100112 SERVICE, SECURITY Renewal contract 07/01/2009 through 12/09/2009. Please deliver to: Reference Plant AR	5 Months	7,519.00	\$ 37,595.00
Estimated Net Value				125,195.00
PURPOSE:..				
The purpose of this invitation for bid is to contract unarmed security services for the Cedar Chemical Plant 49 Phillips Road 311 West Helena, AR				
SCOPE:				
The contractor will be responsible for providing security personnel with adequate communications equipment.				
DUTIES:				
Duty Schedule Monday through Sunday (1 guard for each shift) including State Holidays				
This contract is to begin at 5 p.m. December 9, 2002, for 24 hours a day seven days a week until 5:00 p.m. June 30, 2003.				
The State recognizes the following as Holidays:				
New Year's Day January 1				
Lee's/King's Birthday January 19				
Washington's Birthday 3rd Monday in February				

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
*Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by Governor's Proclamation. Contractor will be given as much notice as possible after ADEQ receives notice of any days so proclaimed and the holiday work schedule will be in force.

(* The day after Thanksgiving is usually granted by Proclamation.)

Dress Code

All employees of the contractor reporting to the ADEQ Cedar Chemical Plant for duty, shall be neatly and fully uniformed with shirt, trousers, jacket, and rain gear during inclement weather. Uniforms are to be clean and neat without obvious signs of wear such as holes, tears, or fading. Shirts shall bear a patch with company identification and employees shall also wear an approved badge while on duty. Jackets, rain gear, and any other outer garment shall bear visible company identification. All employees must have two (2) complete uniforms.

Duties

Security personnel must remain on site at all times.

Guards must be knowledgeable of general orders and emergency procedures for site emergency (fire, vandalism, etc.).

A physical security check of the perimeter must be conducted once every two hours. A log must be kept reflecting checks made.

A log must be maintained of all person(s) entering or leaving the site.

COMPLIANCE WITH BUILDING REGULATIONS:

Guards shall comply with published regulations for control of persons entering or leaving the site. Regulations will be furnished to the contractor by ADEQ as part of the Guard Post Orders.

EQUIPMENT:

Contractor will be responsible for providing security personnel with adequate communication equipment.

PROTECTION OF WORK AND PROPERTY:

The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, or any other items from the and grounds. The contractor shall also be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the contractor's

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personnel, and shall make good, at his own expense, such loss or damage.

SECURITY OFFICE:

Contractor shall insure the designated office is kept orderly, clean, sanitary, odorless, and free of hazards.

EMPLOYEE QUALIFICATIONS:

All employees assigned by the contractor shall meet all requirements of the Arkansas Board of Private Investigators and Private Security Guards and any other applicable Federal or State requirements. Employees must be physically and mentally capable, experienced, and trained to perform the work. In addition, employees must submit a valid Arkansas Drivers License, be at least 21 years of age, and submit to ADEQ background check.

TRAINING:

The training of all employees to be assigned to the ADEQ Cedar Chemical Plant shall include, but not be limited to, the satisfactory completion of a training course for Commissioned Security Guards approved by the Arkansas Board of Private Investigators and Private Security Guards.

Each employee shall also have on-the-job instruction in procedures applicable to the ADEQ Cedar Chemical Plant, as required. Such training not to exceed four hours. All training will be furnished by the contractor and without charge to the state.

SECURITY CHECK:

The contractor must perform a background investigation, pre-employment psychological testing, and drug testing of each employee prior to being assigned to the state-owned property and keep the information on file. The contractor may have the employee complete such questionnaire as required by the State for security or other reasons related to this duty.

ADEQ reserves the right to have Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 2000 USC Et Seq.

SUPERVISION:

The contractor shall provide all supervision of personnel performing the work specified in this RFQ. The contractor must agree to replace personnel who become incompatible with the State, Arkansas Department of Environmental Quality being the sole judge of the incompatibility.

Supervisors shall be competent in their knowledge of security procedures, aggressive in solving problems, and provide quality control. The contractor agrees to provide all necessary liaison with the property site.

The contractor shall submit to ADEQ, names and addresses of all employees engaged in inspecting and/or supervising.

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Site Supervisor

A site supervisor, who may be a guard, shall be designated for the ADEQ Cedar Chemical Plant by the contractor. The site supervisor will act as liaison for reports and instructions (forward reported information to the designated ADEQ supervisor and forward information and/or instructions to his superior.

Off-Site Supervisor

At least one supervisor (duty supervisor) shall be on duty twenty-four (24) hours per day, seven (7) days per week.

INSURANCE:

After receiving a contract award, the contractor must furnish an approved "Certificate of Insurance" and must keep the insurance in force throughout the contract period. The insurance may not be modified without OSP and ADEQ approval. The following is a list of liability limits.

Worker's Compensation and Employee Liability Policy
Worker's Compensation Statutory Limits
Employer's Liability \$100,000.00 each accident

Comprehensive General Liability Policy
Premises and Operation Contractual Insurance
Personal Injury
Bodily Injury \$250,000.00 each person
\$500,000.00 each occurrence
Property Damage \$100,000.00 each occurrence
\$100,000.00 aggregate

INDEMNIFICATION OF STATE:

The security company shall defend any and all suits against the State for damage to property or injury to persons, including death, caused by the security company negligence performance. Shall indemnify and hold harmless the State from all claims arising out of the negligent performance of the security company. The security company shall pay, liquidate and discharge all claims or demands for bodily injury, loss or damage to all property caused by negligent performance of the security company, including damage to the buildings and other property of the State, and all costs and reasonable expense of suits and reasonable attorney's fees. In the event of any injury, including death, loss or damage to property or claims, the security company shall give immediate notice to ADEQ.

THIRD PARTY CAUSE OF ACTION:

Notwithstanding anything herein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

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OPTION TO TERMINATE AGREEMENT:

The State shall have the option to terminate this agreement if the contractor fails to give satisfactory service, with ADEQ being the sole judge of the service. The State will give the contractor fifteen (15) days to correct the service. If, after this period, ADEQ feels the service is unsatisfactory, this agreement may be terminated.

The fifteen (15) day grace period for corrective action will only be allowed twice during the contract period. After the second notice, this contract may be terminated at once upon the State's dissatisfaction.

In the event of such termination, the State may contract completion of services with the next lowest bidder, and the contractor named herein shall be liable for payment to owner of any additional costs.

EXTENSION OF CONTRACT:

The successful contractor shall provide security guard service as detailed for the period specified. If mutually agreed on by the State and the successful contractor, in writing, this contract may be extended on a yearly basis up to seven (7) years or until June 30, 2009. The contract pricing may be adjusted with adequate documentation by the contractor, not to exceed the consumer price index issued by the U.S. Department of Labor. The State shall notify the contractor at least ninety (90) days prior to the end of the contract period or extension thereof if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause, at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but this does not obligate the state to continue the contract beyond the end of a biennial period.

CONTRACT AWARD:

This contract will be awarded on an all or none basis to the lowest responsive and responsible bidder.

AGENCY CONTACT: BOB HAMPTON 501-682-0957

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS...

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Contact GRANVILLE BROADWAY
Your reference SP-03-0239

Contract No. 4600003206
Date 12/05/2002
Our reference ST

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Department of Environmental Quality



ARKANSAS
Department of Environmental Quality

HAND DELIVERY

June 4, 2009

BW Security Associate Inc.
Attn: Mr. Granville Broadway
P.O. Box 241072
Little Rock, AR 72223

Re: State Contract #4600003206, Security Service
Office of State Procurement Tracking # SP-03-0239

Dear Mr. Broadway:

The Arkansas Department of Environmental Quality - Hazardous Waste Division (ADEQ) received a letter from Mr. Robert Pruitt requesting a cost increase to begin at the next contract extension starting July 1, 2009. Reasons cited for requesting this cost increase were attributed to the upcoming minimum wage increase and previous renewals were not cost adjusted to keep up with the consumer price index (CPI). Under the original contract, there are provisions to allow a cost adjustment in accordance with the yearly CPI for a contract extension. However, there is no language in the contract to allow for the recovery of cost incurred from previous years or to adjust for a minimum wage increase.

Although ADEQ cannot meet all your requests, the contract pricing for the upcoming contract extension has been adjusted in accordance with the CPI. Based on historic data, the CPI is expected to increase approximately 3%. This correlates to a rate change from \$7,300/month to \$7,519/month and from \$87,600/yr. to \$90,228/yr. This cost increase will be reflected in the contract renewal.

The ADEQ would like to renew contract #4600003286 with BW Security Associate Inc. for one (1) additional year. The new contract period will run from July 1, 2009 thru June 30, 2010. If you are in agreement with this request, and the terms and conditions of contract #4600003286, please acknowledge by your signature below. Please return an original signature copy of the second page of this letter along with a copy of your Equal Employment Opportunity (EEO) policy, and an original completed Contract and Grant Disclosure and Certification Form to ADEQ, attention: Clay McDaniel, HWD, within five (5) days of receipt of this letter. Please contact me at 501-682-0836 or mcdaniel@adeq.state.ar.us if you have any additional questions.

Sincerely,

A handwritten signature in cursive script that reads "Clay McDaniel".

Clay McDaniel
Engineer

Enclosure: Contract and Grant Disclosure and Certification Form

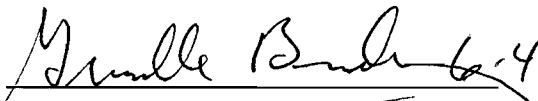
cc: Ryan Benefield, Acting Chief, Hazardous Waste Division
James Nunnley, Chief, Fiscal Division
Bob Hampton, Purchasing Agent, Fiscal Division
Mary Jane Roberts, Buyer, Office of State Procurement


Mr. Granville Broadway

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I, Granville Broadway, being an authorized agent of BW Security Associate Inc. (formerly Broadway Protection Services, Inc.), do hereby acknowledge and accept the terms and conditions of contract #4600003286, and agree to extend said contract for an additional one (1) year period, for the period of July 1, 2009 thru June 30, 2010.


Granville Broadway, President Date
BW Security Associate Inc.

 6/4/09
Ryan Benefield, Date
Acting Chief, Hazardous Waste Division
Arkansas Department of Environmental Quality

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: B. W SECURITY ASSC ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☒ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Bruce B. Smith Title Owner Date 6-4-09
Vendor Contact Person CASSANDRA ROYSTON Title Manager Phone No. 501-224-1812

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

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FAX COVER SHEET
from
Bob Hampton

PHONE: (501) 682-0957

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E-Mail: Hampton@adeq.state.ar.us

Date: June 5, 2009 Number of pages including cover sheet: 5

To:

Customer Name: Ms. Mary Jane Roberts

Company Name: Office of State Procurement

Company Address: 1507 W. 7th Street, Suite 300

Phone (501)324-9316 Fax: (501)324-9311

Comments:

Contract #4600003206, SP-03-0239, BW Security Associates

Thank you

Bob Hampton

